EXHIBIT B

(Request for Proposal)



CITY OF WEST JORDAN

REQUEST FOR PROPOSALS Preliminary and Final Design Plans for 7800 South Widening Project from 4000 West to Airport Road

The City of West Jordan requests proposals from Professional Consulting Engineering Firms for preliminary design (30%), and final design (100%) for a roadway reconstruction and widening project on 7800 South from 4000 West to Airport Road to provide increased traffic capacity for the City of West Jordan.

BACKGROUND

With development and growth continuing on the west side of the City of West Jordan, the 7800 South (SR 48 from Bangerter Highway to 4000 West) corridor has major traffic congestion causing certain intersections to fail during rush hour periods. Therefore, in conjunction with and according to the West Jordan City Master Transportation Plan 2007 (as amended), the City desires to provide additional capacity along 7800 South from 4000 West (Jordan Landing Boulevard or JLB) to Airport Road. Several segments of work have already been completed to allow two lanes of travel in the eastbound and westbound directions, with a center turn lane, and shoulders in other locations along this important transportation corridor. In order to accomplish this design task, preliminary plans will be required to meet the requirements and conditions set forth by the UDOT Region 2, the Salt Lake Airport Authority, and the City of West Jordan. The City desires an agreement on the preliminary design between the three above mentioned agencies to increase capacity along the 7800 South alignment. Once this agreement has been reached, then final design for the project may move ahead.

This area was studied by Horrocks in 2008, which study included the triangular shape with 7800 South, Airport Road, and New Bingham Highway forming the vertices. Traffic flows east and westbound on NBH, westbound (2 lanes) only on 7800 South, and north and southbound on Airport Road. This geometry is complicated by the Airport No. 2 runway glide slope, which causes height restriction issues along the vehicular travel routes on NBH and 7800 South. The Airport Authority is aware of this fact and has had previous intent to extend the runway and taxiways to the north to move the glide slope away from both 7800 South and NBH. The Airport

Authority has commenced the environmental documentation process required to make this runway change. It is the desire of the City to work with both the Airport Authority and UDOT to come to final conclusions about the modification of the triangle to improve traffic flow and volume, thus alleviating peak hour congestion. The West Jordan City Council is already on record in selecting Alternative D from the Horrocks study. This is the option that will be pursued as part of this preliminary design. The State and the City have completed improvements to both of the railroad crossings to the immediate west of this triangle. A jurisdictional transfer is under way that will likely transfer this section of New Bingham Highway to the City of West Jordan in exchange for a portion of 9000 South to UDOT.

PROJECT DESCRIPTION

30% Preliminary Design: The consultant shall provide surveying, right of way identification and legal descriptions, Phase 1 environmental clearances {UST, LUST, noise, historic properties, and other general clearances} (this is not a Federal Aid project), cross section development, utility identification (includes all West Jordan and third party utilities), FAA glide slope issues and coordination, horizontal and vertical alignments, preliminary utility design, street lighting, landscaping, utility relocation coordination as required for the road design, roadway drainage design utilizing already constructed dual 48 inch RCP West Jordan pipelines, and any other pertinent design items as required for a complete preliminary design.

<u>Coordination:</u> The consultant shall have the primary responsibility to coordinate meetings for the City staff and all outside agencies. Meetings should be set for a minimum of twice per month for the four months of the preliminary design. The consultant shall act as the record keeper for all meetings and provide the participants with meeting minutes for each meeting. The consultant shall also moderate the discussions and provide agendas for the meetings.

<u>Final Design:</u> Once the preliminary design has been approved by the appropriate agencies, the consultant shall prepare a 100% final design from the approved preliminary design. Continued coordination with all appropriate agencies will continue, and the consultant will prepare final plans, specifications, and estimate. All design elements from the preliminary plan will apply to the final design. The time element for the final design shall be six months from the time of the signed agreement of the two major agencies of West Jordan City and the Salt Lake Airport Authority and / or FAA.

PROJECT OBJECTIVES

The preliminary design portion of the project consists of research, surveying, preliminary designs, coordination meetings, conflict resolution, public hearings, and cost estimating. The preliminary design plan selected shall include enough detail to move directly into a final engineering design.

The final design portion of the project objective is to provide a design to allow a 106 foot right of

way containing 5 lanes of travel consisting of two lanes westbound and two lanes eastbound with a center turn lane and shoulders, with all appropriate utility placement, street lighting, landscaping, and fulfilling design criteria for the Salt Lake Airport Authority operations of Airport Number 2. UDOT special conditions for New Bingham Highway must also be considered.

The objective of this project will be to perform preliminary design for Concept D from the Horrocks 2008 report. A further objective of the project is to complete the preliminary design effort by April 2015 in order that full design can be under way by June 2015.

SCOPE OF WORK

Preliminary Design (30%)

- Examine proposed roadway alignments and alternatives and evaluate existing traffic and future traffic flows based upon each alternative with a focus on maintaining a level of service C or better.
- > Consider the New Bingham Highway intersection points with both 7800 South (Airport Road) and Jordan Landing Boulevard (4000 West) for possible intersection changes, lane configurations, lane drops, and potential terminus points.
- > Coordinate vertical design issues with specific attention to the current glide slope of the Southwest Regional Airport No.2 with the Salt Lake Airport authority. Provide concept planning and design for future accommodation of glide slope, including runway extension and taxiway changes to meet vertical elevation clearances with vehicular traffic on an expanded 7800 South Street.
- > Include time and preparations for one to two public hearings and at least one town hall type exhibition for the project to receive public comments on the options.
- > Provide a preliminary construction cost estimate for the preliminary design.
- > Provide five hard copies of a study summary describing the study conclusions and findings.
- ➤ Provide a sub-consultant who has worked with FAA regulations, existing airport re-designs and specifically airport runway modifications. Provide a previous project history for this sub-consultant covering the past 5 years. This consultant shall be available through the duration of the project.

A minimum of 6 bi-weekly meetings with the Design Team are expected for the four months required to finalize design concept options, evaluate progress and manage related concerns and issues. The Consultant will provide five printed copies of a completed technical feasibility memorandum presenting and describing the design option selected and reasoning and constraints behind the selected option. A preliminary cost estimate shall be provided in the technical feasibility memorandum. Consideration shall be given to Salt Lake Airport Authority present operating criteria for the runway glide slope. Consideration of changes to the future glide slope shall be negotiated if the roadway vertical height interferes with the future glide slope changes. A technical feasibility memorandum shall be presented to the West Jordan City Council and Salt

Lake Airport Authority, as well as the Federal Aviation Authority (if required), as a means of securing an agreement with Salt Lake Airport Authority prior to moving forward to final design of the project.

Final Design (100%)

- Provide design survey and/or aerial contour mapping of the project area for plan and profile drawings and special construction details.
- Provide full geotechnical report for pavement design.
- Determine project construction staging criteria and needs.
- Prepare submittal information and conduct design reviews at the following progress intervals: Kickoff, 50%, 90%. Incorporate pertinent review comments into the project design.
- Perform detailed design and prepare plan and profile drawings, cross sections, drainage design, right or way control sheets, survey control sheets, general notes, appropriate detail sheets, traffic signal design sheets as required (potential changes at 7800 South and Airport Road), utility relocation design and coordination with all third party utilities.
- Provide roadway drainage design.
- Complete all legal descriptions for property acquisitions and easements (both temporary and permanent). Provide right of way summary sheets. (City to negotiate all property acquisitions)
- Provide street lighting design that meets height restriction guidelines as 7800 South crosses Southwest Airport #2's glide slope and runway protection zone.
- Provide all necessary details, specifications, and bidding documents for construction of the roadway, utility relocations and reconstruction, and all appurtenant details.
- Provide striping and signage plan sheets.
- Print and provide 10 copies of the roadway design drawings and specifications. Drawings will be 11" x 17" format (for half size). Scale should be between 1" = 20 feet to 1" = 40 feet. Electronic copies of drawings and contract documents will also be required and will be used for the bidding process.
- Provide revised construction cost estimates and schedule as required.

Construction Management

Construction Management will be provided during the construction phase of all work planned for this project. The prequalification of potential bidders for the project will be required in this scope of work. The work to be includes in the scope of services shall include the following activities:

- Prepare advertisement for bidding (City to issue notice inviting bids and bid documents).
- Receive and respond to RFI's and prepare and distribute contract documents.
- Attend and assist with pre-bid meeting and walk-through.

- Attend bid opening and assist as required.
- Review bids, prepare recommendation for award.
- Conduct pre-construction conference.
- Review shop drawings and submittals.
- Conduct construction progress meetings.
- Prepare brief monthly construction progress reports.
- Review and respond to contractor RFI's and clarification.
- Review and make recommendations regarding contractor change orders.
- Review and process contractor pay requests making a recommendation for payment to the contractor by the City.
- Review equipment manufacturers' operation and maintenance literature and assemble a detailed operation and maintenance manual.
- Prepare record drawings and furnish two (2) reproducible sets and two (2) sets of prints. Provide record drawings electronically in AutoCAD format.

SCHEDULE

The preliminary design for the project shall be completed by April 30, 2015. The selected concept design shall then be taken to the West Jordan City Council and SLAA for approval in May 2015. The City of West Jordan will fund the design.

APPROVALS

The project preliminary design will require the approval of the City of West Jordan Engineering Department, and Salt Lake City Airport Authority. UDOT Region 2 approvals may be required as well. Other approvals may include other affected utility companies or parties.

PROPOSAL FORMAT

The proposals should contain the following information in the general order listed, and should not exceed eight (8) pages in length:

- 1. Introductory letter (does not count toward 8 page total).
- 2. A description of the project team and the qualifications of the firm to complete this project.
- 3. Identify the availability of the project personnel by showing the percent of time the team members have to work on this project. Identify key personnel critical to the project's completion.
- 4. A detailed scope of work prepared by the consultant including a summary of the deliverables to be provided to the City.
- 5. A proposed schedule to complete the scope of work.
- 6. A summary <u>spreadsheet</u>, to be included in the proposal separately from the sealed fee proposal, of the amount of time in hours estimated to be spent on each task identified in

- the scope of work and the classification of personnel to be used. The spreadsheet shall show the hours to be spent on each task and the classification of personnel to be assigned to do each task. Identify any special services to be provided by resources outside of the firm.
- 7. Information about other work performed by the consultant on projects similar to this project and at least three references from other clients with whom the consultant has performed similar services.
- 8. In a *separate sealed envelope*, provide a single copy of the proposed project fee to complete the project with subtotals by task as identified in the scope of work. Also, include the hourly rates charged for individuals identified on the project team and a summary of all the additional reimbursable expenses considered necessary to complete the study.
- 9. A City conflict of interest form must be filled out and returned with the proposal (does not count toward the ten page total.
- 10. Include an example of a concept report or study from a similar roadway project completed by the consultant. (These drawings may be included in an appendix and will not count toward the 8 page total).

ENGINEERING CONSULTANT QUALIFICATION

Engineering consultants that will be given consideration must meet the following conditions:

- 1. Submit a complete proposal including all items requested.
- 2. Demonstrate experience with design and construction management of complex (multiple agency coordination was required) roadway design project.
- 3. Show methodology used for a past pavement design.
- 4. Demonstrate experience with UDOT design process for roadway expansion projects that included utility relocations, property acquisitions, aggressive schedules and public input.
- 5. Show experience working with UDOT to obtain approvals and permits. Consultant to identify other projects that involved permitting and construction in UDOT rights-of-way.
- 6. Show experience of traffic simulation modeling and local and regional transportation master planning.

SUBMITTAL REQUIREMENT

Five (5) copies of the technical proposal and one copy of the sealed fee proposal shall be submitted to the City by 2:00 p.m. on Tuesday October 21 2014.

Submittal shall be made to the City of West Jordan Recorders Office, Attention: David Murphy, P.E., Engineering Manager for Capital Improvement Projects, 8000 South Redwood Road, West Jordan, UT 84088.

Questions pertaining to this request for proposals should be directed to David Murphy at (801)

569-5074, or on e-mail at davidm@wjordan.com. A selection committee appointed by City Administration shall review the submittal material.

SELECTION OF CONSULTANT

The successful consultant will be selected in accordance with the City procurement policy. Selection criteria to be used by the selection team include the following:

- 1. Appropriate level of training, experience, and expertise of key project personnel.
- 2. Ability to perform the work with respect to availability of key personnel, present workload, and available equipment, resources, and facilities.
- 3. Quality and completeness of the detailed, written work plan.
- 4. Past performance on similar projects for other agencies and for the City in particular.
- 5. Project schedule.
- 6. Local office, local firm presence and availability of project personnel for meeting and communicating with City personnel.
- 7. Previous work that reflects special expertise or groundwork available for the proposed project.
- 8. The professional fee proposal.
- 9. The quality of example drawings from previous projects.

The evaluation process will be based solely on these factors. No other factors or criteria will be used in the evaluation. The evaluation process will include a numeric-scoring sheet as follows:

1.	Experience, qualifications, availability, location.	15 %
2.	Demonstrated understanding of the project.	20 %
3.	Scope of work and schedule to deliver the desired end product.	20 %
4.	Related project experience and samples.	15 %
5.	Cost proposal.	<u>30 %</u>
	Park Lark	100%

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA) Utah Code Ann., Subsection 63G-2-305,

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the bidder must:

1. Provide a written Claim of Business Confidentiality at the time the information (proposal) is provided to West Jordan, and

- 2. Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
- 3. Submit an electronic "redacted" (excluding protected information) copy of your proposal response. Copy must clearly be marked "Redacted Version."

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. An entire proposal may not be protected under a Claim of Business Confidentiality. The claim of business confidentiality must be submitted with your proposal on the form which may be accessed at: http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc

To ensure the information is protected, the bidder must clearly identify in the Executive Summary and in the body of the proposal any specific information for which a bidder claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of West Jordan, Utah. Materials may be evaluated by anyone designated by West Jordan as part of the proposal evaluation committee. Informative Materials submitted may be returned only at West Jordan's option.

Proposal Review

Project:

7800 South Widening Project from 4000 West to Airport Road

Review Team:

David M., Bill B., Greg D.

Review Date:

Oct. 27, 2014 Time: 11:00 A.M.

Rating Weights (score in whole numbers up to the weighted % ie: weighted % = 20% - rating shall be 0 - 20 in whole number increments) Costs shall be evaluated together as a group.

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Consultant	Weighted %	PB	PEC	Stanley
			-	
Experience, qualifications, availability, references, location	15	14	7	11
Demonstrated understanding of the project	20	20	11	18
Scope of work to deliver the desired end product	20	18	8	20
Related Project Experience and example reports	15	13	11	10
Technical Sub Total	70	66	36	59
Cost	30	30	0	30
TOTAL	100	96	36	89
Total Hours		3684	4708	5880
Comments/Rank		1	3	2
Dollars per hour in proposal		\$ 196.42	\$ 81.36	\$ 122.07
Actual Cost		\$ 723,599.40	\$ 383,039.42	\$ 717,778.45
NOTES:	1			

Construction Management expenses (CM) were subtracted out of the total cost since property and design agreements need to be reached with the UDOT and Salt Lake Airport Authority. CM expenses will be brought back to City Council when design is complete and construction is ready for bid. Agreement is for \$622,253.76.

PEC proposal was incomplete.

Council Meeting of November 19, 2014

Agenda Item No. <u>4K</u>

REQUEST FOR COUNCIL ACTION

SUBJECT:

7800 South 4000 West - Airport Road Design Agreement with Parsons

Brinckerhoff

SUMMARY:

Approve a Professional Services Agreement with Parsons

Brinckerhoff to provide design services for the 7800 South 4000 West to Airport Road widening project for an amount is not-to-

exceed \$622,253.76.

FISCAL

IMPACT:

The funds for this project are available from the Road Capital project

account.

STAFF RECOMMENDATION:

Staff recommends approval of a Professional Services Agreement with Parsons Brinckerhoff to provide design services for the 7800 South 4000 West to Airport Road widening project for an amount is not-to-exceed \$622,253.76.

MOTION RECOMMENDED:

"I move to adopt Resolution No. **14-213** authorizing the Mayor to execute a Professional Services Agreement with Parsons Brinckerhoff to provide design services for the 7800 South 4000 West to Airport Road widening project for an amount is not-to-exceed \$622,253.76.

Roll Call vote required.

Prepared by:

Reviewed by:

David Murphy, P.E.

Manager for CIP

Wendell T. Rigby, P.E.

Director of Public Works

Reviewed as to Legal Sufficiency:

Jeffrey Robinson

City Attorney

Bryce Haderlie

Interim City Manager

Recommended by:

BACKGROUND DISCUSSION:

Since 1998, the City has shown 7800 South becoming an arterial street for east-west traffic movement within the City. Previous City Councils have reaffirmed that decision with each update of the Transportation Master Plans in 2003 and 2007. A Specific Area Study was conducted for this area in 2008-2009 through which the City Council selected Alternative D which allows for full east-west movement on 7800 South and reduces New Bingham Highway to a collector street status. Over the past 6 years since that decision, staff has been working diligently with UDOT Region 2 and the Airport Authority to put forward design alternatives that will implement that vision. 7800 South has been widened from Airport Road to the west up to 6000 West to a full five lane section, and work has been accomplished to the east of Jordan Landing Boulevard to the Jordan River to the same width. The last section remaining to be widened is the small section from 4000 West to Airport Road.

In order to accomplish this last design, professional engineering expertise is required that is familiar with FAA regulations, UDOT design processes, and Federal NEPA documentation requirements. Staff solicited a request for proposal to firms that met both City and UDOT engineering requirements. Three firms responded and were evaluated on technical expertise, project team, experience, project understanding, schedule, scope to deliver the project, cost, and other factors. One firm was removed from final cost consideration due to an inadequate technical score. Of the two firms remaining, Parsons Brinckerhoff and Stanley Consultants, Inc., the Parsons Brinckerhoff team is the highest qualifying firm.

Staff subtracted the construction management (CM) sections from each of the proposals due to the fact that it is currently unknown when property and design agreements shall be reached with the Salt Lake Airport Authority and UDOT. The CM section of the project will come back to City Council for further consideration once these important agreements have been reached.

Staff recommends award of the design contract to the Parsons Brinkerhoff team.

Attachments:

Resolution Professional Services Agreement

THE CITY OF WEST JORDAN, UTAH A Municipal Corporation

RESOLUTION NO. 14-213

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF WEST JORDAN AND PARSONS BRINCKERHOFF

Whereas, the City Council of the City of West Jordan has received proposals for the Design for 7800 South Widening Project from 4000 West to Airport Road with the best proposal as determined by the City's selection criteria being from Parsons Brinckerhoff in the amount of \$622,253.76; and

Whereas, the City Council desires to award the contract to Parsons Brinckerhoff which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed contract between the City of West Jordan and Parsons Brinckerhoff (a copy of which is attached as **Exhibit A**) for the 7800 South Widening Project from 4000 West to Airport Road has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Parsons Brinckerhoff for the 7800 South Widening Project from 4000 West to Airport Road is acceptable for an amount not to exceed \$622,253.76.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

- Section 1. The agreement for the 7800 South Widening Project from 4000 West to Airport Road is hereby awarded to Parsons Brinckerhoff which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. After approval as to legal form by the City Attorney, the Mayor is hereby authorized to execute an Agreement between the City of West Jordan and Parsons Brinckerhoff in the amount of \$622,253.76; and
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 19th day of November 2014.

	Kim V. Rolfe		
ATTEST:	Mayor		
MELANIE S. BRIGGS City Recorder			
Voting by the City Council		"AYE"	"NAY"
Jeff Haaga Judy Hansen Chris McConnehey			
Chad Nichols Ben Southworth			
Justin D. Stoker Mayor Kim V. Rolfe			

AGREEMENT FOR PROFESSIONAL SERVICES

City of West Jordan 7800 South 4000 West to Airport Road Design

THIS AGREEMENT, made this 19th day of November 2014 between the City of West Jordan, a municipal corporation (hereinafter referred to as "City"), and Parsons Brinckerhoff (hereinafter referred to as "Consultant").

WHEREAS, the City desires to obtain engineering services from Consultant, and Consultant desires to provide these services to City. City and Consultant, therefore, agree as follows:

- 1. <u>RETENTION AS CONSULTANT.</u> City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Paragraph 2 herein. Consultant warrants it has the qualifications, experience and facilities to properly perform these services.
- 2. **DESCRIPTION OF SERVICES.** The services to be performed by Consultant shall be as follows:
 - (1) See attached Request for Proposal and Parsons Brinckerhoff submitted Proposal. (Exhibit A)

The above services shall be performed in accordance with the City's Request for Proposal (Exhibit B) inclusive of the Consultant's Proposal dated October 21, 2014 which are incorporated herein by this reference. The Proposal is more fully set forth in Exhibit A which is attached to this Agreement.

- 3. <u>COMPENSATION AND PAYMENT.</u> Except for authorized extra services (pursuant to Paragraph 4), if any, the total compensation payable to Consultant by City for the services described in Paragraph 2 shall not exceed the sum of \$622,253.76.
- All payments shall be made within thirty (30) calendar days after the Consultant has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City. Invoices shall be made no more frequently than on a monthly basis, and shall describe work performed.
- 4. **EXTRA SERVICES.** City shall pay Consultant for extra services which are authorized in writing in addition to the services described in Paragraph 2, in such amounts as mutually agreed to in advance. Unless the City and Consultant have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist.
- 5. **SERVICES BY THE CITY.** The City shall perform the following services:
 - (1) Provide to Consultant copies of available information related to the project and project site.
 - (2) Promptly review Consultants work and provide Consultant with comments, if any, in a timely manner.
- 6. **PROGRESS AND COMPLETION.** Consultant shall commence work on the services to be performed upon receiving an executed copy of this Agreement from the City. Preliminary design shall be completed by April 30, 2015. The selected concept design shall be taken to the West Jordan City Council and Salt Lake Airport Authority for approval in May 2015.

- 7. OWNERSHIP OF DOCUMENTS. All drawings, designs, data, photographs, reports and other documentation, including duplication of same prepared by Consultant in the performance of these services, shall become the property of City upon termination of the consulting services pursuant to this agreement and upon payment in full of all compensation then due Consultant. The City agrees to hold the Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Consultant is first obtained.
- 8. **PERSONAL SERVICES; NO ASSIGNMENT; SUBCONTRACTOR.** This Agreement is for professional services, which are personal services to the City. The following persons are deemed to be key member(s) of or employee(s) of the Consultant's firm, and shall be directly involved in performing or assisting in the performance of this work:

Ed Rock, P.E.
Jon Gilchrist, P.E.
Ivan Hooper, P.E., PTOE
Jason Bright
Chris Spann, P.E.
Chris Garris, P.E.

Should these individuals be removed from assisting in this contracted work for any reason, the City shall have the right to approve the replacement individuals assigned to the project or may terminate this Agreement.

This Agreement is not assignable by Consultant, without the City's prior consent in writing.

9. HOLD HARMLESS AND INSURANCE.

A. Indemnity.

Consultant shall indemnify and hold the City, its elected officials, officers and employees, harmless from all claims, lawsuits, demands, judgments or liability including reasonable attorney's fees, but not limited to, general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent acts, errors and omissions of the Consultant in performing the services described.

B. Insurance.

Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry:

- (1) workers compensation insurance adequate to protect Consultant from claims under workers compensation acts;
- (2) professional errors and omissions insurance in the amount not less than \$1,000,000; and
- (2) general personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than \$1,000,000 for each claimant and \$1,000,000 for each occurrence related to the injury or death of a person or persons and for property damage. The City, its officers and employees, shall be named as an additional insured.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah which are carry a Moody's rating of not less than B+. Consultant shall provide City with copies of certificates (on the City certificate form) for all policies reflecting the coverage, with an endorsement that they are not subject to cancellation without thirty (30) calendar days prior written notice to City.

- 10. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties to this Agreement shall be that of independent contractor(s). In no event shall Consultant be considered an officer, agent, servant or employee of City. The Consultant shall be solely responsible for any worker's compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.
- 11. <u>STANDARD OF CARE.</u> Consultant services shall be performed in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar services at the time Consultant's services are performed. Consultant shall, at Consultant's sole expense reperform any services not meeting this standard.
- 12. <u>CORRECTIONS.</u> In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to and paid by Consultant. "Errors in the work" as referred to above does not include and shall be in addition to, "redlines" or other standard corrections which are provided to Consultant by City.
- 13. <u>TERMINATION BY CITY.</u> Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- 14. <u>ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE.</u> The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release to City from all claims and liabilities for compensation to, or claimed by, Consultant for anything done, finished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check.

However, approval or payment by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and/or competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents or consultants.

15. WAIVER; REMEDIES CUMULATIVE. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express

written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

- 16. CONSTRUCTION OF LANGUAGE OF AGREEMENT. The provisions of this Agreement shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.
- 17. <u>MITIGATION OF DAMAGES.</u> In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.
- 18. **RECORDS ADMINISTRATION.** The Consultant shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Consultant for costs authorized by this contract. These records shall be retained by the Consultant for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
- 19. <u>GOVERNING LAW.</u> This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.
- 20. <u>CAPTIONS.</u> The captions or headings in the Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.
- 21. <u>AUTHORIZATION</u>. Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this Agreement.
- 22. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES. The Consultant represents that it has not: (a) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (c) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Title 2, Chapter 4 of the City of West Jordan Municipal Code.
- 23. **EQUAL OPPORTUNITY CLAUSE.** The Consultant agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Consultant agrees to abide by

Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.

- 24. <u>ENTIRE AGREEMENT BETWEEN PARTIES.</u> Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.
- 25. **PARTIAL INVALIDITY.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 26. **NOTICES.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United States mail, postage prepaid, or by facsimile with proof of transmission, and addressed as follows:

TO CITY:

CITY OF WEST JORDAN

Tim Peters

8000 South Redwood Road West Jordan, Utah 84088 Facsimile No.: (801) 569-5127

With a copy to the City Attorney Jeff Robinson, City Attorney 8000 South Redwood Road West Jordan, Utah 84088 Facsimile No.: (801) 569-5149

TO CONSULTANT:

Ronald M. Clegg, P.E.

Parsons Brinckerhoff

488 East Winchester St., Suite 400

Salt Lake City, UT 84107

P: 801-262-3735 F: 801-262-4303

EXECUTION OF AGREEMENT

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CITY OF WEST JORDAN	ATTEST:
Kim V. Rolfe	Melanie Briggs, MMC
Mayor	City Recorder

APPROVED AS TO LEGAL FORM

Our Ly Slam
City Attorney

CONSULTANT

By:			
Its:			
STATE OF)	:SS		
COUNTY OF)			
On this day of	, 20 <u>14</u>	l, personally appeared before me,	
	, who	being by me duly sworn did say th	at he is the
of			, a
corporation, and that the foreg	going instrume	ent was signed in behalf of said cor	rporation by
authority of its Board of Direc	ctors, and he a	acknowledged to me that said corpo	oration executed the
same.			
NOTARY PUBLIC			
	МуС	Commission Expires:	
Residing in	County,		

EXHIBIT A

(Consultant Proposal)

PARSONS BRINCKERHOFF

488 East Winchester Street Suite 400 Murray, UT 84107

Phone: (801) 262-3735 Fax: (801) 262-4303

October 21, 2014

City of West Jordan Recorders Office Attn: David Murphy, P.E. Engineering Manager for Capital Improvement Projects 8000 South Redwood Road West Jordan, UT 840488

Dear David,

Parsons Brinckerhoff (PB) is pleased to present this proposal to provide our services to the City of West Jordan for the **Preliminary and Final Design Plans for 7800 South Widening Project from 4000 West to Airport Road**. We have worked carefully to assemble a team that is uniquely suited for this project. Members of the PB team have worked together to successfully complete several similar local projects. Our most recent project, the extension of Pioneer Crossing in Saratoga Springs, shared many similar issues with the 7800 South Widening Project. We worked closely with the City and UDOT to realign SR-73 to tie into the new Pioneer Crossing in a T-intersection. This de-emphasized SR-73, which facilitated a jurisdictional transfer between UDOT and Saratoga Springs, and renamed Crossroads Boulevard.

Our Project Manager, Ed Rock has lived in this area for many years and is very familiar with the challenges of the roadway network as it currently exists. In his role on the Mountain View Corridor (MVC) project, Ed worked closely with West Jordan City and UDOT to start the process of de-emphasizing New Bingham Highway, by moving future interchange locations to 9000 South and 7800 South, and realigning New Bingham at 8600 South. This is an example of one of many agreements Ed helped facilitate on the MVC project. His experience working through the details of these types of agreements will be valuable on this project as we work toward an agreement with the Salt Lake City Department of Airports (SLCDA).

In addition to his depth of arterial widening and realignment project experience, Jon Gilchrist, our Project Engineer, brings some unique experience to this project. Jon served for two years as PB's Project Manager for our previous contract with SLCDA, as their GEC Consultant from 2003-2007. He has existing relationships with Airport staff that will be helpful in moving this project forward. In addition to these relationships, Jon has worked on two separate projects where intersection improvements and road widening were proposed within the glidepaths of existing airport runways. The Tooele Midvalley Highway project looked at intersection alternatives near the end of SLCDA's Tooele Valley Airport runway. PB worked closely with Airport personnel to address their concerns and move that project forward.

We have teamed with Ivan Hooper (Avenue Consultants) to provide his expertise in traffic modeling and analysis. Ivan contributes valuable prior experience on the West Jordan Master Transportation Plan.

We are proposing an excellent team to meet the needs of your project. Most of the PB team members included in this proposal are located here in our Murray office. We believe West Jordan would also realize value from the services of our Aviation experts.

We look forward to working with the City of West Jordan. Please contact me at 801-288-3228 if you have questions or need additional information.

Sincerely,

PARSONS BRINCKERHOFF

Ronald M. Clegg, PE,

Vice President | Area Manager

SECTION 1

Organization, Resources, and Personnel

PB Background

PB is one of the oldest continually operating engineering consulting firms in the U.S. Since 1885, PB has become a recognized leader in the design, program management, and construction management of highways and bridges, airports, transit, and other major, complex infrastructure.

We bring creative solutions to all aspects of highways: new construction, reconstruction and restoration, bridges, interchanges and tunnels. Our achievements in context-sensitive design go hand-in-hand with our commitment to environmental stewardship and long-term sustainability.

Project Team

PB is pleased to submit a proposal for the 7800 South Widening Project from 4000 West to Airport Road. We recognize that this project has some unique challenges. The PB team is uniquely qualified to address these challenges. We are familiar with the issues facing West Jordan City relating to New Bingham Highway and 7800 South. Our Project Manager, Ed Rock, was instrumental in working with UDOT to represent West Jordan's interests in reconfiguring New Bingham Highway and 8600 South at Mountain View Corridor.

Our team is prepared to work closely with the Salt Lake City Department of Airports (SLCDA) to reach an agreement relating to the construction of 7800 South near the end of the Airport 2 Runway. Jon Gilchrist, our Project Engineer, served as PB's project manager for our prior GEC Consultant contract that we held with SLCDA from 2003 - 2007. During that time, Jon developed relationships with Airport personnel including the Director of Engineering Kevin Robins; Airport Construction Manager Mark Carlton, and Project Manager Mike Widdison. Because we are no longer serving the Airport in this capacity, we can take advantage of our relationships with these key staff members on behalf of West Jordan without the potential for conflicts of interest that may exist if we were currently acting in that role

PB is recognized nationally as the leader in Aviation Design. We have been ranked as the #1 Airport Design Firm for both 2013 and 2014 on the Roads & Bridges "Go-To" list, a survey of over 10,000 government employees nationwide (PB also ranked #1 in the Road & Highway and Bridge categories, and #2 in Storm Water and Design Build for 2014). Chris Spann, part of our PB Aviation group, will provide the design support needed for any airside improvements that may be required at Airport 2, as well as providing the expertise needed to navigate the process with

SLCDA and the Federal Aviation Administration (FAA). Chris worked as an extension of SLCDA's staff for five years as the airside designer for a major rehabilitation project they completed a few years ago, that included the replacement of over a million square yards of concrete pavement, and over 9 miles of storm drain replacement.

Recognizing that traffic modeling will be a key component of the project, PB has teamed with Avenue Consultants to provide traffic modeling for this project. We have worked closely with Ivan Hooper for many years and find him to be the best in the business, especially when it comes to this area of the valley. Ivan's experience with PB on the Mountain View Corridor project, combined with the many other projects he has worked on with West Jordan, UDOT, and others in this area, make him an ideal fit for this project. PB and Avenue share a culture of innovation. In Avenue's relatively short history, they have become known as innovators and have played a key role in UDOT's expanded use of Continuous Flow Intersections (CFIs), Thru-Turn Intersections, and other innovations. PB's concept report for an interchange replacement in Pocatello paved the way for the State of Idaho to construct their first Diverging Diamond Interchange (DDI) in 2012. We will utilize this culture of innovation to work with West Jordan to determine the best design approach to meet the goals and objectives the City has for this project.

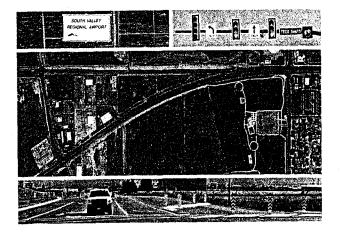
In addition to Avenue Consultants, we have supplemented our team with strategic subconsultants to provide the very best team for the delivery of this project. These subconsultants include:

Meridian Engineering | Mike Nadeau - Supplemental Survey and Right-Of-Way Documents

Aero-graphics | Kelly Francis – Aerial Survey and Existing Ground Digital Terrain Modeling

Cardno | Elisha Ritchie - Subsurface Utility Engineering (Location and Potholing Services)

Certus Environmental Solutions | Sheri Ellis – Cultural Resource Specialist



SECTION 2

Understanding of the Project

In our visits with West Jordan City personnel regarding this project, a few priorities seemed to continually rise to the top of the priority list. We have built our team to emphasize these priorities through all stages of the project.



Priority: Airport Agreement

One of the top priorities on this project is to finalize an alternative that will both address the transportation needs of West Jordan, and effectively deal with the glide zone issues relating to the proximity of the project to the end of the runway of Airport 2. The project hinges on effective and timely coordination with the SLCDA and/or FAA to finalize an agreement between the Airport and West Jordan City. The PB team is uniquely qualified to make this happen:

- We have in-house aviation design expertise with our PB Aviation Division. PB is ranked as the #1 firm in Roads and Bridges Magazine's "Go-To" list for the second consecutive year.
- Chris Spann, PB Aviation's expert assigned to this project, has extensive experience and long-standing relationships with SLCDA, having worked as an extension of their staff for 5 years. Chris also has existing relationships with FAA personnel, and understands their processes and procedures. Chris is backed by a large group of PB Aviation experts, and since we have this group in-house, we can reach out to these experts if needed to address special issues that may arise.
- PB's Salt Lake City office served as the SLC Airport's GEC Consultant from 2003 to 2007. Jon Gilchrist was our Project Manager for two years of this project and has established relationships from this effort. These past relationships will help us work closely with Airport staff without introducing potential conflicts of interest that may arise if we were still serving in this capacity.
- Jon, Ed, and Jason worked with SLCDA regarding intersection alternatives that had potential glidepath impacts on SR-138 in Tooele County near the end of the runway of the Tooele Valley Airport.

- Prior to joining PB, Jon also worked on a project in Goleta, California addressing intersection improvement alternatives with potential glidepath impacts near the end of the Santa Barbara, California Airport runway.
- Preparing and finalizing the agreement with the Airport will be critical. Ed and the PB team have worked with West Jordan and many other agencies to prepare these types of agreements on the Mountain View Corridor project.

Our experience, expertise, and existing relationships will allow us to quickly and efficiently address the glidepath issue and finalize an agreement between West Jordan and the SLC Airport with the appropriate FAA approvals.

Priority: Establish 7800 South as Primary Movement

We understand that it is important to West Jordan City to realign New Bingham Highway/7800 South to make 7800 South the primary movement and reestablish the focus of the highway grid along 7800 South (rather than New Bingham Highway). We are UNIQUELY qualified over our competitors to manage this task:

- We were champions for West Jordan during the development of the Mountain View Corridor project, pushing UDOT's Region 2 to realign New Bingham Highway at 8600 South, and move future interchange locations to 9000 South and 7800 South, which started the de-emphasis of New Bingham Highway. The PB team, including Ed and Ivan Hooper, was instrumental in making this happen.
- The extension of Pioneer Crossing in Utah County included a realignment of Pioneer Crossing to become the new primary road, while the existing primary road, SR-73, was tied into the new Pioneer Crossing. SR-73 (now called Crossroads Boulevard) was de-emphasized, and a jurisdictional transfer between UDOT and the City was done was part of the project. Extensive intersection analysis by PB and Ivan Hooper facilitated this transfer.
- PB and Ivan Hooper also worked together to develop intersection concepts at the proposed intersection of Sheep Lane, SR-138, and the new Midvalley Highway in Tooele County. PB looked at various intersection designs at this location including High-T and Continuous Flow Intersections (CFI).
- New Bingham Highway is a State Highway under UDOT jurisdiction. Coordination and buyoff from UDOT Region 2 will be critical to the success of the 7800 South Widening Project. The PB team—and especially Ed and Ivan—are highly respected and have credibility with UDOT. Our relationships with Region 2 will help facilitate agreement and support for the realignment.

Priority: Team is Prepared to Hit the Ground Running

We understand that West Jordan is a dynamic, growing and busy place. Staff members are busy and have jobs to do. We have assembled a team that has the experience to take this effort largely off of the City's busy plate and push the project forward with the appropriate level of City staff involvement. The PB team is uniquely qualified to do this:

- Urban arterial widening and realignment projects always put utilities and right-of-way on the critical path. PB's experience in these types of projects is excellent, having completed 5 such projects in the past few years, including 700 East in Sandy and Draper, the CFI at 3100 South and Bangerter Highway, 2100 North in Lehi, 100 East in Logan and Providence, and the extension of Pioneer Crossing in Saratoga Springs.
- Intersection innovation and alternative analysis will be critical to the success of this project. PB and Avenue share a culture of innovation. We will utilize this culture of innovation to work with West Jordan to determine the best design approach to meet the goals and objectives the City has for this project.
- Our in-house Environmental staff, led by Jason Bright, has experience in all levels of NEPA documents, and has dealt with the FAA on issues related to Runway Protection Zones and glidepaths on projects in Utah (Tooele Valley Airport), Hawaii, and Guam. Jason worked with SLCDA to coordinate glidepath issues on the EIS for the Tooele Midvalley Highway.
- Our team is familiar with the soil issues that typically exist in this part of the valley. Many projects in this area have experienced large amounts of A6/Clay materials. Our in-house Geotechnical Engineer, Chris Garris will take this into account in our pavement design approach. We will also take these issues into account throughout the design of the project to make sure that quantity estimates include appropriate levels of excavation, import and waste—allowing us to estimate the job more accurately. We will build our design schedule around an advertising window that will allow the contractor to avoid excavating the pavement section during seasons of the year that expose the project to geotechnical risks.
- While Right-of-Way requirements on the project appear to be minimal, several parcels, including temporary and permanent easements, will need to be acquired. In addition to the documentation tasks that will be performed by Meridian Engineering, PB has in-house Right-of-Way Acquisition agents that are available to assist Dave Clemence, if desired. Our staff can handle any of the acquisition needs, from managing the process, performing appraisals, to negotiating and closing the transactions.
- PB's in-house Public Involvement staff, led by Josh Palmer, is experienced in developing stakeholder support, public messaging, and managing public input and comments through design and construction.

SECTION 3

Scope of Work

Phase 1: Complete Preliminary 30% Design, Environmental Clearance, and Agency Agreements

- Task 1: Hold Kickoff meeting with West Jordan City to develop project design criteria, assess project conditions, review the 2008 Study and discuss other alternatives
- Task 2: Identify Stakeholders & Agencies, Coordinate with WJC Staff, Develop Initial PI Plan
- Task 3: Hold Kickoff/Concept Workshop Meeting with City, Agencies, and Stakeholders
- Task 4: Identify Existing Utilities (Level C Preliminary Subsurface Utility Exploration), Assess Existing Roadway Drainage Conditions, Develop Landscaping Criteria
- Task 5: Assess Environmental Needs, Analyze Environmental Resources (LUST, UST, Section 4(f), wetland, endangered species, & other FAA requirements)
- Task 6: Gather Traffic Data, Assess Traffic Model needs and Incorporate Local/Regional Transportation Master Plan Input
- Task 7: Conduct Preliminary Geotechnical Investigation (Soil Maps, As-Built pavement section research)
- Task 8: Identify Existing Right-of-Way, Develop Aerial Mapping and Existing Surface (needed for preliminary roadway modeling and clearance verification for vertical alignments)
- Task 9: Development of Airport Project Context (FAA Glidepath Coordination, evaluate airport modifications)
- Task 10: Hold Project Coordination Meetings (8 Bi-Weekly Meetings with West Jordan City)
- Task 11: Hold Agency Coordination meetings with FAA, Airport Authority, and UDOT to discuss initial findings, options and design criteria (5 meetings assumed)
- Task 12: Develop Alternatives Analysis and Selection of Preferred Alternative (up to 5 concepts using SimTraffic modeling with concept level horizontal and vertical alignments)
- Task 13: Complete Cooperative Agreements with UDOT and FAA/Airport Authority
- Task 14: Complete Environmental Document & Coordinate with Environmental Agencies
- Task 15: Notify Public & Conduct Town Hall Public Open House (1 meeting assumed)
- Task 16: Complete 30% Design for Roadway, Drainage, Utility, Signals, Lighting, Landscaping, & Airport Modifications

- Task 17: Prepare Technical Feasibility Memorandum of Preferred Design Option with Cost Estimate
- Task 18: Address Public/Agency Comments and Update Environmental Document

Phase 2: Advance Design to 100% and Prepare Advertisement Package

- Task 1: Hold Kickoff Meeting & Incorporate Review Comments
- Task 2: Obtain Supplemental Ground Survey & Utility Potholing (up to 20 potholes)
- Task 3: Complete Geotech Report for Pavement Design Methodology
- Task 4: Create Sheets for Plan/Profile, Cross Sections, Details, Traffic Signals, Utility Relocation, Striping/Signing, Landscaping, Survey Control, and Airport Modifications
- Task 5: Advance 30% Design to 50% Design and Update Construction Cost Estimate
- Task 6: Complete Construction Staging Limitations/Phasing
- Task 7: Prepare 50% Design Submittal package, Hold Review Meeting & Incorporate Review Comments
- Task 8: FAA/Airport Authority Compliance Design Review
- Task 9: Incorporate 3rd Party requirements & Complete Utility Agreements
- Task 10: Advance 50% Design to 90% Design and Update Construction Cost Estimate
- Task 11: Complete Legal Descriptions for Property Acquisitions, Create Right-of-Way Plans & Summary Sheets (City to acquire parcels)
- Task 12: Create Bid Documents, Finalize Construction

- Details & Specifications
- Task 13: Prepare 90% Design Submittal package, Hold Review Meeting & Incorporate Review Comments
- Task 14: Hold Advertising Comment Resolution Meeting

Phase 3: Construction Management

- Task 1: Assist City with Prequalification of Bidders
- Task 2: Prepare Advertisement for Bidding
- Task 3: Respond to RFI's, Prepare/Distribute Contract Documents
- Task 4: Attend/Assist Pre-Bid Meeting, Bid Opening, Bid Review and Recommendation for Award, and Conduct Pre-Construction Meeting
- Task 5: Conduct Construction Progress Meetings, Review Shop Drawings/Submittals, Prepare Monthly Progress Reports, Review/Respond to RFI's/ Clarifications, Review/Make Recommendations regarding Change Orders, Review/Process Contractor Pay Requests
- Task 6: Review Equipment Manufacturer's Operation and Maintenance Literature, Assemble Detailed Operation/Maintenance Manual
- Task 7: Prepare Record Drawings

Potential Value Added Tasks

In addition to the above tasks, PB can offer the following services, if requested by the City of West Jordan:

- Task 1: Right of Way Acquisitions (Appraisals, Acquisitions, and Relocations)
- Task 2: Construction Public Involvement
- Task 3: Construction Inspections and Testing

DELIVERABLES:

Phase 1	Phase 2	Phase 3
Kickoff meeting notes, Stakeholders & Agencies Database, Initial Public Involvement Plan, Existing Utilities Report (Level C Exploration), Environmental Resource Letters, Existing Roadway Drainage Conditions Memo, Existing Right-of-Way Determination, Aerial Mapping and Existing Surface, Landscaping Criteria, Project Coordination Meeting Notes (West Jordan City, FAA, Airport Authority, and UDOT), Alternatives Analysis Report, Cooperative Agreements (UDOT and FAA/Airport Authority), Open House Meeting Exhibits & Materials (Flyers, Press releases, Social Media drafts for WJC), Stakeholder Database Reports, Technical Feasibility Memorandum of Preferred Design Option, Public/Agency Comments Report, and Environmental Document	Kickoff Design Submittal package & Comment Resolution Table, Pavement Design Report, 50% Design Submittal package & Comment Resolution Table, Utility Agreements, Legal Descriptions for property acquisitions with Right-of-Way Plan Sheets, 90% Design Submittal package & Comment Resolution Table, and 10 printed copies of Advertising Plans & Specifications with electronic version of package	RFI's Response Documentation, Recommendation for Award Memo, Shop Drawings/Submittals Review Memos, Monthly Construction Progress Reports, RFI/Clarification Response to Contractor, Contractor Pay Requests, Detailed Operation/Maintenance Manual, Contractor Punch List, and Record Drawings (2 reproducible sets & 2 sets of prints, & electronic set in AutoCAD)

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COS	ST PROPOSAL FOR		
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Preliminary En	gineering & Final Design Plan	S	
	October 28, 2014	8 8	
	T LABOR EXPENSES		
	FORMATED	AVG. PAY	
LABOR DESCRIPTION	ESTIMATED	RATE	Cost
	HOURS	\$/HOUR	
. Rock, PE - Project Manager	281	\$72.11	\$20,262.9
Barnhill - Graphics Designer	52	\$39.64	\$2,061.2
Bright - EnvironmentalSpecialist	104	\$53.70	\$5,584.8
. Gilchrist, PE - Project Engineer	693	\$59.64	\$41,330.5
A. Pocock, PE - Project Engineer	726	\$35.12	\$25,497.1
I. Brain, PE - Drainage / Utilities Engineer	484	\$35.53	\$17,196.5
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C. Garris, PE - Geotech Manager	24	\$69.65	\$1,671.6
C. Cummins, PE - Jr. Geotech Engineer	44	\$33,18	\$1,459.9
C. Hinson - Landscape Designer	82	\$30.45	\$2,496.9
. McGee - CADD Technician	88	\$38.30	\$3,370.4
C. Spann, PE - Airport Design Engineer	200	\$93.12	\$18,624.0
l. Palmer - Pl Specialist	80	\$39.46	\$3,156.8
TOTAL	2,980		\$150,115.7
IOTAL	OVERHEAD	157.70%	\$236,732.5
	SUBTOTAL		\$386,848.2
	FIXED FEE	10.50%	\$40,619.0
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	Total D	irect Expenses	\$13,874.4
SUBCONSULTANT(S) EXPENSE			
Avenue Consultants			
Traffic Engineering & Analysis			\$27,588.0
Certus Environmental			\$1,151.
Environmental Survey Meridian Engineering			
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